

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

María A. Girona Kingley ,

Debtor(s).

Doral Bank,
Movant,

María A. Girona Kingley ,

Debtors-Respondents,

Alejandro Oliveras Rivera,
Trustee

CASE NO: **05-10627 ESL**

CHAPTER: **13**

MOTION FOR RELIEF OF STAY UNDER 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES now movant, **Doral Bank**, hereinafter referred to as "DB", by the undersigned attorney,
and very respectfully alleges and prays:

1. María A. Girona Kingley hereinafter will be referred to as "**the debtors**".
2. DB, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy Code. Consequently, it moves to request that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.
3. The pertinent part of section 362 states that:

(d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided

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under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

- (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
- (2) With respect to a stay of an act against property under subsection(a) of this section, if---
 - A) The debtor does not have an equity in such property ; and
 - B) Such property is not necessary to an effective reorganization;

4. DB, is the holder in due course of a mortgage note in the principal sum of \$37,000.00 bearing interest at 9.50% per annum ("the note"). The indebtedness evidenced by the note is secured by a mortgage executed before the notary public David Toledo David on March 31, 2000, deed number 229 ("the mortgage"). Attached hereto as **Exhibit 1** is a copy of the note and as **Exhibit 2** a copy of a title search that evidences DB's secured status.
5. The debtors' payment plan requires that the debtors make monthly regular post petition payments directly to DB.
6. The debtors have not made the monthly installments due to movant having incurred in a total of 5 post-petition installments in arrears to DB amounting to \$2,198.90. See **Exhibit 3** attached hereto and made part hereof for an itemized statement of the arrearage.
7. The debtors' failure to make payments due under the mortgage note, results in the debtors' material default with the terms of the plan.
8. DB has not been offered and does not have adequate protection for the above mentioned security interest. Moreover, the debtors have failed to make post petition payments as called for under the terms of the plan. Consequently "cause" exists to lift the automatic stay.
9. In view of the foregoing DB respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.

10. Attached hereto as **Exhibit 4** is the non military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

WHEREFORE, DB respectfully prays that an order be entered authorizing the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to DB and authorizing DB to proceed with the foreclosure of the mortgage against the property of the debtors, with such further relief as is just and proper.

RESPECTFULLY SUBMITTED

I **HEREBY CERTIFY** that this **3** day of September, 2010 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: the Trustee Alejandro Oliveras Rivera and to the debtors' attorney, Jaime Rodríguez Pérez.

MARTINEZ & TORRES LAW OFFICES
P.O. Box 192938
San Juan, PR 00919-2938
Tel. (787) 767-8244: Fax (787) 767-1183

s/ Vanessa M Torres Quiñones

Vanessa M Torres Quiñones
USDC -PR 217401
vtorres@martineztorreslaw.com

NOTE

30028/26

US\$ 37,000.00

SAN JUAN, Puerto Rico
MARCH 31st, 2000

---FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay DORAL MORTGAGE CORP. ---
---Por valor recibido, el (los) suscriptor(es) ("Deudor"), promete(n) pagar a

or order the principal sum of THIRTY SEVEN THOUSAND
o a su orden la suma principal de

Dollars, with interest on the unpaid
Dólares, con intereses sobre el balance

principal balance from the date of this Note, until paid, at the rate of NINE AND A HALF
saldo de principal desde la fecha de este Pagaré hasta su pago a razón de

(9.50%) percent per annum. Principal and interest shall be payable at San Juan, Puerto Rico
por ciento anual. El principal e intereses serán pagaderos en San Juan, Puerto Rico

or such other place as the Note holder may designate in writing, in consecutive monthly installments of
o en cualquier otro lugar que el tenedor de este Pagaré indique por escrito, en plazos consecutivos y consecutivos de
THREE HUNDRED ELEVEN DOLLARS WITH TWELVE CENTS (\$311.12) AND ONE LAST PAYMENT OF THIRTY
THREE THOUSAND SIX HUNDRED EIGHTY SEVEN DOLLARS WITH EIGHTEEN CENTS

Dollars (US\$ 33,687.18), on the first day of each month beginning the first of MAY
Dólares (US\$ en el primer día de cada mes comenzando el 1ro. de

2000 until the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness
Hasta que se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante.

If not sooner paid, shall be due and payable on the first day of APRIL, 2010
si no antes pagada quedará vencida y pagadera en el día primero de

---If any monthly installment under this Note is not paid when due and remains unpaid after a date
---Si cualquier plazo mensual bajo este Pagaré no es pagado cuando vence y permanece impagado luego de la fecha

specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon
especificada en la notificación al Deudor, la suma total de principal pendiente de pago e intereses acumulados sobre la misma

shall at once become due and payable at the option of the Note holder. The date specified shall not be less
quedará inmediatamente vencida y pagadera a opción del tenedor de este Pagaré. La fecha especificada no será anterior

than thirty days from the date such notice is mailed. The Note holder may exercise this
a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagaré podrá ejercitar esta

option to accelerate during any default by Borrower regardless of any prior forbearance.
opción de aceleración durante cualquier incumplimiento del Deudor, no importa cualquier indulgencia de morosidad anterior

If suit is brought to collect this Note, the Note holder shall be entitled to collect in such
Si se promueve procedimiento judicial para el cobro de este Pagaré, el tenedor de este Pagaré tendrá derecho a cobrar en dicho

proceeding the agreed and liquidated amount of ten per percent of the original principal amount hereof to
procedimiento la suma pactada y líquida de diez por ciento de la suma original de principal del presente para

cover costs and expenses of suit, including but not limited to, attorney's fees.
cubrir los costos y gastos de dicho procedimiento, incluyendo sin implicar limitación, honorarios de abogados

---Borrower shall pay to the Note holder a late charge of 5 percent of any
---El Deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de 5 por ciento de cualquier plazo

monthly installment not received by the Note holder within Fifteen days after the installment
mensual que no sea recibido por el tenedor de este Pagaré dentro de quince días después de la fecha de vencimiento de

is due. Borrower may prepay the principal amount outstanding in whole or in part. The Note
dicho plazo. El Deudor podrá pagar por anticipado la totalidad o parte del balance insoluta de principal. El tenedor de este

holder may require that any partial prepayments (i) be made on the date monthly installments
Pagaré podrá requerir que cualesquiera pagos parciales (i) sean hechos en la fecha en que vencen los plazos

are due and (ii) be in the amount of that part of one or more monthly installments which would
mensuales y (ii) sean en la cantidad de aquella parte de uno o más plazos mensuales que

be applicable to principal. Any partial prepayment shall be applied against the principal amount
sea aplicable a principal. Cualquier pago parcial por anticipado será aplicado contra el

outstanding and shall not postpone the due date of any subsequent monthly installment or
principal insoluta y no pospondrá la fecha de vencimiento de cualquier plazo mensual posterior ni

change the amount of such installments, unless the Note holder shall otherwise agree in writing.
cambiar el monto de dichos plazos a menos que el tenedor de este Pagaré acuerde lo contrario por escrito.

---If within five years from the date
---Si dentro de cinco años desde la fecha

of this Note, the undersigned makes any prepayments in any twelve month period beginning with the
de este Pagaré, los suscritores hacen cualquier pago anticipado en cualquier período de doce meses comenzando con la

PUERTO RICO - 1 TO 4 Family - 6/76 - FPMR/FLMUC UNIFORM INSTRUMENT

30028/26

date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a lender other than the holder hereof, the undersigned shall pay the holder hereof (a) during the 1st, prestatore que no sea el tenedor del presente, los suscritores pagarán al tenedor del presente (a) durante el 1er.

loan year 3 percent of the amount by which the sum of prepayments made del préstamo 3 por ciento de la cantidad por la cual el total de los pagos anticipados hechos

in any such loan year exceeds twenty percent of the original principal amount of this Note and on cualquier dicho año de préstamo exceda el veinte por ciento de la cantidad original del principal de este Pagaré y

(b) during the 2nd. and 3rd. loan year 2 percent of the amount by which the sum of (b) durante 2da. y 3er. año del préstamo 2 por ciento de la cantidad por la cual el total de los

prepayments made in such loan year exceeds twenty percent of the original principal amount pagos anticipados hechos en cualquiera dicho año de préstamo exceda el veinte por ciento de la cantidad original del principal of this Note.

de este Pagaré. (c) during the 4th. and 5th. loan year 1 percent of the amount by which the sum of (c) durante el 4to. y 5to. año del préstamo 1 por ciento de la cantidad por la cual el total de los

prepayments made in any such loan year exceeds twenty percent of the original principal amount pagos anticipados hechos en cualquiera dicho año de préstamo exceda el veinte por ciento de la cantidad original del principal of this Note.

de este Pagaré.

---Presentment, notice of dishonor and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all fiadores, garantizados y endosantes del presente. Este Pagaré constituye obligación solidaria de todos sus makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, otorgantes, fiadores, garantizados y endosantes y los obligados, así como a sus herederos, personal representatives, successors and assigns, representantes personales, sucesores y asignatarios.

---Any notice to Borrower provided for in this Note shall be given by mailing such notice by cualquier notificación al Deudor, deposite, on, este, Pagaré deberá ser enviada por certified mail addressed to Borrower at the Property Address stated below, or to such other address as carta certificada dirigida al Deudor a la Dirección de la Propiedad que abajo se indica, o a cualquier otra dirección que Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be el Deudor designe mediante notificación, al tenedor, de este Pagaré. Cualquier notificación al tenedor de este Pagaré deberá ser given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address enviada por correo, certificada, con acuse de recibo, al tenedor, de este Pagaré a la dirección stated in the first paragraph of this Note, or at such other address as may have been designated by notice, indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notificación to Borrower.

of Deudor, The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, La deuda evidenciada por este Pagaré está garantizada por una Hipoteca, de fecha igual a la del presente

on property as indicated in Deed Number 229 before the subscribing Notary, Sobre propiedad según indicada en la Escritura número 229 ante el Notario suscritor.

Maria A. Girona Kingley
MARIA A. GIRONA KINGLEY

Affidavit Number: 872

(Execute Original Only)
(Oírse original únicamente)

Acknowledged and subscribed before me by the above signatories, of the personal circumstances contained in the Mortgage deed herein before presented, where I have identified as personalist que se relacionan en la antes dicha escritura de hipoteca, a quienes he identificado según se expressed also in said deed.

This is a Photocopy of the Original, Note no Changes or Additions have been made.



NOTARY PUBLIC

NOTARY PUBLIC



ESTUDIO DE TITULO

CASO: MARIA A. GIRONA KINGLEY #2503-Q
RE: MARTINEZ & TORRES LAW OFFICES (YARA)

FINCA : Numero 28103, inscrita al folio 109 del tomo 502 de CAROLINA; SECCION I de CAROLINA.

DESCRIPCION:

URBAN: Residential apartment #3-N, located at Condominium Intersuites, wich is irregular in shape with a superficial are of 603.20 square feet, measuring 25' 3" in width at its Eastern and Western walls by 26' 6" in length at its Northern and Southern walls. Its boundaries areas as follow by the North, with the exterior wall, by the South, with apartment #3-A, by the East, with the corridor exterior a wall and stairs, by the West, with exterior walls. Las demas dependencias de este apartamento consta del documento. Se asigna el área de estacionamiento #3-N.

DOMINIO:

La finca consta inscrita a favor de MARIA AMELIA GIRONA KINGLEY, quién adquiere por compra a José Amílcar Andujar Rodríguez, soltero, por el precio de \$36,300.00, según consta de la escritura #6, otorgada en San Juan, el día 27 de abril de 1992, ante el notario Jorge Luis Aquino Nuñez, inscrita al folio 111 del tomo 502 de Carolina inscripción 3era.

GRAVAMENES:

Afecta por su procedencia a:

- A. Servidumbres
- B. Condiciones restrictivas de edificación y uso

Afecta por sí a:

HIPOTECA: A favor de Doral Mortgage Corporation, por la suma de \$37,000.00, intereses al 9 1/2% anual, vencadero 1 de abril de 2010, según consta de la escritura #229, otorgada en San Juan, el día 21 de marzo de 2000, ante el notario David Toledo David inscrita al folio móvil del tomo 514 de Carolina inscripción 6ta.

HIPOTECA: A favor de Portador, por la suma de \$5,625.00, intereses al 9% anual, vencadero a la presentación, según consta de la escritura #83, otorgada en San Juan, el día 22 de febrero de 2001, ante el notario Juan Massa Díaz inscrita al folio móvil del tomo 914 de Carolina inscripción 7ma.

*PRESENTADO: Al asiento 867 del diario 323, el día 28 de octubre de 2005, Demanda del 7 de octubre de 2004, en el caso civil #FCD04-2262, en el Tribunal de Primera Instancia, Subsección de Distrito, Sala de Carolina, sobre cobro de dinero, ejecución de hipoteca por Doral Financial Corp. VS María Amelia Girona Kingley, por \$37,000.00.

DEBIDO AL SISTEMA DE BITACORA ELECTRONICA UTILIZADO EN ESTA SECCION, NO PODEMOS PRECISAR QUE EXISTA ALGUN DOCUMENTO ADICIONAL RELACIONADO CON ESTA FINCA:

REVISADOS: Registro de Embargos, Sentencias, Contribuciones Federales y Bitácora (Información suministrada por empleado). 9 de febrero de 2006.

vdg/CD

William Negron Quinones
William Negron Quinones
Investigador de Titulo

Finca: 28103, MARIA A. GIRONA KINGLEY #2503-Q, Pagina :1

William Negron Quinones
Investigador de Titulos
Condominio El Centro II
Oficina 402
San Juan, Puerto Rico 00918
Tel. (787) 735-8250 • Fax (787) 731-3433

Este documento NO es una póliza de seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección, debén requerir una póliza de Seguro de Título.

doralbank

REQUEST FOR LIFT OF STAY

(MOTION UNDER 11 USC 362)

To Bufete:

MARTINEZ & TORRES LAW OFFICE

Loan Number: *****8126
 Debtor: MARIA GIRONA KINGLEY
 Debtor: _____
 BKR # 05-10627 CHPT. 13 DATE FILED: October 10, 2005
 Plan confirmed? YES NO
 Payments due 5 Pre-Pet 0 Post-Pet 5 (4/09,9/09,11/09,3/10,7/10)

*

Post-Petition arrears:

<u>5</u> months at	<u>\$344.22</u>	<u>\$1,721.10</u>
<u>5</u> late charges at	<u>\$15.56</u>	<u>\$77.80</u>
Attorney Fees (M-362)		<u>\$400.00</u>
Pending L/C		<u>\$0.00</u>
Suspense Bal		<u>\$0.00</u>
Attorney Fees Foreclosure		<u>\$0.00</u>
DUE DATE	<u>4/1/2010</u>	
PRINCIPAL BALANCE	<u>\$33,422.58</u>	TOTAL <u>\$2,198.90</u>

* All installment payments must be made up to the current month, including legal fees and late charges.

* Toda reinstalación efectuada debe incluir mes en curso, incluyendo gastos legales y cargos por demora.


*** TODO PAGO DEBE SER EFECTUADO EN EFECTIVO, CHEQUE DE GERENTE O MONEY ORDER***

Verified Declaration

I, the undersigned, declare under penalty of perjury that the amounts claimed by Movant in the foregoing Request for Lift of Stay, represents accurately the information kept in accounting books and records kept by Movant in the ordinary course of business. I further declare under penalty of perjury that I have read the foregoing Motion from the Automatic Stay and that the facts alleged are true and correct to the best of my knowledge.

Name: MICHAEL GARCIA
GROUP LEADER

NAYELI DIAZ
SUPERVISOR



S/ NAYELI DIAZ FEBLES

This Req. For Lift of Stay was prepared This 20 day of August of 2010

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

In re:
MARIA GIRONA KINGLEY

0 CASE NO. 05-10627
CHAPTER: 13

Debtor(s)

Doral Bank
Movant

SWORN STATEMENT UNDER PENALTY OF PERJURY

The undersigned is an authorized officer Doral Bank, hereinafter referred to as "DB".

The undersigned represents the interests of DB as a secured creditor and holder in due course of the mortgage note and mortgage deed mentioned in the motion for relief from stay under 11 U.S.C 362 of the captioned case.

To the best of our information and belief the debtors are not currently serving on active duty in the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps and Coast Guard) nor in the National Guard, Air National Guard, the commissioned corps of the National Oceanic and Atmospheric Administration nor in the commissioned corps of the Public Health Service.

The information included in DB's loan origination file, the foreclosure and/or collection file and in DB's computer system was reviewed and none disclosed that the debtors are currently serving on active duty in the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps and Coast Guard) nor in the National Guard, Air National Guard, the commissioned corps of the National Oceanic and Atmospheric Administration nor in the commissioned corps of the Public Health Service.

As per the certification issued by the Department of Defense Manpower Data Center (which is attached hereto) the debtors are not in active duty in the Armed Forces of the United States (Army, Navy, Air Force, Marine Corps and Coast Guard) nor in the National Guard, Air National Guard, the commissioned corps of the National Oceanic and Atmospheric Administration nor in the commissioned corps of the Public Health Service.

Upon review of the pertinent records and documents I declare under penalty of perjury as permitted under section 1746 of title 28, United States Code that the foregoing is true and correct.

Executed in San Juan, Puerto Rico this 20 day August of 2010.

S/NAYELI DIAZ
NAYELI DIAZ
Supervisor

Department of Defense Manpower Data Center

Sep-03-2010 07:26:15



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
GIRONA KINGLEY	MARIA A.	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was

within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:851J0IE1TS